

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

ANNUAL REQUIREMENTS FOR

AUTOMATIC EXTERNAL DEFIBRILLATORS

(GSA Contract #V797P-4067a)

DATE: October 07, 2005

CONTRACT PERIOD: Sept.1,2005 thru Aug.31,2006

CONTRACTOR: Cardiac Science, Inc.
1900 Main Street Ste 700
Irvine CA 92614

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Administrative Source: Peter L. Foster
Telephone No.: 949-797-3818
FAX No.: 949-851-4422
E-Mail Address: admin@cardiacscience.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

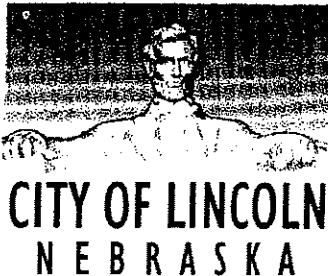
As per Federal Supply Schedule Price List
Effective September 1, 2005 - August 31, 2006

Qty.	Product Code #	Description	Quote Price
1	9300E-201	Powerheart G3 AED	\$1,895.00
1	168-6000-001	Soft Sided Carrying Case	N/C
1	9131-001	Extra Electrodes	N/C
1	5550-003	Ready Kit	N/C
1	180-2021-001	Wall Mount Storage Case for AED	N/C

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #74379
Dated: 10/03/05



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513

LINCOLN
The Community of Opportunity

MAYOR COLEEN J. SENG

lincoln.ne.gov

September 1, 2005

Cardiac Science, Inc.
1900 Main Street, Ste 700
Irvine, CA 92606

Attn: Ms. Brenda Dauel

RE: ANNUAL REQUIREMENTS FOR AUTOMATIC EXTERNAL DEFIBRILLATORS - GSA #V-797P-4067

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning **September 1, 2005 thru August 31, 2006**.

It is understood that all prices would be lowered this year upon renewal of the Annual Contract for the Automatic External Defibrillators and a second unit would be added to the contract. Please include this information with each copy of the contract attached.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions with the additional changes listed above, please countersign below. **Please mail letter back by September 14, 2005**, for processing of the contract renewal by the City of Lincoln/Lancaster County.

If your company should choose *not* to renew this contract, please state on your letterhead the reasons and return to the City of Lincoln/Purchasing Dept, 440 So. 8th, Suite 200, Lincoln, NE 68508. Attn: Tom Kopplin

Vince M. Mejer
Purchasing Agent

Official City Use Only

CARDIAC SCIENCE CORP.
Company Name
1900 MAIN ST. STE 700 IRVINE, CA
Company Address
949-797-3800 92614
Phone No.
949-851-4422
FAX No.
CONTACTADMIN@CARDIASCIENCE.COM
E-Mail Address
PETER L FORSTER
By(print)
V.P. SALES + MARKETING
Title
9/6/05
Date
[Signature]
Signature

Dated this _____ day
of _____ 2005

Coleen J Seng, Mayor

CONTRACT V797P-4067a CUSTOMER INFORMATION

1. Special Item Number: A-59
2. Maximum Order: \$100,000
3. Minimum Order: \$50
4. Geographic Coverage: 48 contiguous states; Washington, DC; AK; HI and PR
5. Point of Production: Minnetonka, MN
6. Pricing Stated at: Net Price
7. Quantity Discounts: None
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Government Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Qty 1-20 30 days ARO
Qty 21-100 45 days ARO
- 11b. Expedited Delivery: Any item in stock can be delivered overnight if the order is received by 2:00 PM CST.
- 11c. Overnight & 2-Day Delivery: Same as 11b above
- 11d. Urgent Requirements: Contact Cardiac Science Customer Service at 800-991-5465 to arrange for expedited deliveries.
12. F.O.B. Destination Points: All orders shipped to the 48 states; Washington, DC; & point of exportation for Alaska, Hawaii and Puerto Rico
13. Ordering Address: Cardiac Science, Inc.
5420 Feltl Road
Minnetonka, MN 55343
Fax: 952-939-2909
14. Payment Address: Electronic Funds Transfer or same as ordering address
15. Warranty Provisions: 5 year warranty on AEDs (see attached agreement)
16. Export Packing Charges: Included to U.S. port
17. Terms & Conditions of Government Commercial Credit Card Acceptance: See 9a & 9b
18. Terms & Conditions of Rental, Maintenance & Repair: Rental not offered.
For maintenance and repair, see footnotes on Price List.
19. Terms & Conditions of Installation: Not applicable
20. Terms & Conditions of Repair Parts: Not applicable
21. Service & Distribution Points: Not applicable
22. List of Participating Dealers: None
23. Preventative Maintenance: None
24. Products Offered in this Contract: Year 2000 compliant
25. Environmental Attributes: Lithium battery does not need to be recharged.
26. DUNS Number: 79-739-3980
27. Contractor is Registered in CCR Database: Yes
28. Indemnification: See the attached Cardiac Science Corporation Customer Indemnification Agreement. This agreement must be signed by the ordering agency, individually, and is not a blanket indemnification agreement.
29. End User Provision: See attached Cardiac Science Customer Education plan.



CARDIAC SCIENCE

Price List
City of Lincoln, Nebraska

Effective September 1, 2005 - August 31, 2006



CARDIAC SCIENCE

PRICE LIST

City of Lincoln, Nebraska

Effective September 1, 2005 - August 31, 2006

PART NUMBER	PRODUCT DESCRIPTION	PRICE (\$USD)
CARDIAC SCIENCE AED AUTOMATED EXTERNAL DEFIBRILLATORS		
Each AED package includes: (1) defibrillator complete with IntelliSense lithium battery, Adult Defibrillation Pads & Quick Start Tool Kit (1) 9131-001 extra Adult Defibrillation Pads (1) 168-6000-001 Carry Case (1) 5550-003 Ready Kit (1) 180-2021-001 Alarmed Wall Mount		
9300E-201	Powerheart AED G3 package with text display: biphasic waveform and internal memory, 9146 battery	\$1,895.00
9300A-201	Powerheart AED G3 Automatic package with text display: biphasic waveform and internal memory, 9146 battery	\$ 1,895.00
AED ACCESSORIES		
9131-001	Defibrillation pads (adult) with two-year shelf life	\$ 28.00
9610-001	Defibrillation/pacing pads (adult): one year shelf life	\$ 28.00
9730-002	Pediatric Defibrillation Pads: two year shelf life	\$ 75.00
5111-001	ECG Patient Monitoring Kit for Powerheart AED G3 Pro: includes 3 lead cable and 3-pack of ECG electrodes	\$ 295.00
9051-002	Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system	\$ 68.00
9053-001	Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators	\$ 85.00
9055-001	Electrode Cable: reverse adapter for QUIK-COMBO system	\$ 250.00
9142-001	IntelliSense Lithium Battery: for Powerheart AED G3 shipped before April 12, 2004	\$ 245.00
9146-001	IntelliSense Lithium Battery: for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004	\$ 245.00

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9141R-001	IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified	\$ 245.00
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DELIVERY SYSTEMS

168-6000-001	Carrying case for 9300 series AED G3	\$ 99.95
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5550-003	Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, one-way filter mask. Carabiner attachment.	\$ 54.95
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166-0418-001	Spare Battery Bag (empty): Attaches to 9300 series AED G3 carrying case.	\$ 59.95
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5587-001	Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall mount rack.	\$750.00
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5588-001	Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit.	\$850.00
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9157-004	Hard sided, waterproof carrying case for AED	\$ 199.00
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164-0225-001	Empty backpack/carrying case, holds AED and size D or C oxygen cylinders.	\$ 275.00
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180-2020-001	AED wall mount storage case	\$ 199.00
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180-2021-001	AED wall mount storage case with strobe light alarm	\$ 247.50.00
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180-2021-002	AED wall mount storage case with strobe light alarm, security system enabled	\$ 399.00
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180-2021-003	Semi recessed AED wall mount storage case with strobe light alarm, security system enabled	\$ 449.00
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170-2145-001	Wire wall mount rack for 9300 s series AED G3	\$ 37.50
170-2146-001	Wire wall mount rack for 9300 series AED G3 w/ straps	\$ 50.00
170-2150-001	Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001)	\$ 59.00
170-2152-001	Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001)	\$ 59.00
168-0056-001	Wall Mount Sign identifying location of AED, 3-D	\$ 30.00

SOFTWARE APPLICATIONS, ACCESSORIES AND MAINTENANCE*

*Maintenance agreements include: software upgrades offered throughout contract period and 24-hour technical support.

180-0031-001	Additional Quick Start Tool Kit for 9300E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable.	\$ 99.95
180-0034-001	Additional Quick Start Tool Kit for 9300P series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink.	\$ 99.95
162-0108-001	IR Communications Cable for Powerheart AED G3 Pro (serial). Compatible with USB ports via 9171-001.	\$ 59.95
9171-001	USB Serial Adapter Cable	\$ 29.95

PROGRAM MANAGEMENT, EDUCATION ACCESSORIES AND MATERIALS

9918-001	Quick Response Program Management (2 years) – AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders.	\$ 995.00
9918-002	Total Response Program Management (2years) – in addition to Quick Response program features, basic first aid and oxygen administration are included.	\$ 1,195.00
9919-001	Additional Training for 10, Quick Response – same day and location	\$ 795.00
9919-002	Additional Training for 10, Total Response – same day and location	\$ 995.00
9921-001	BBP Training and Materials – one hour of training as add on to training schedule (Total Response only) covering potential transmission and disease of common blood borne pathogens.	\$ 199.00
9921-002	First Aid Training – three hour AHA course provides basic first aid procedures for medical emergencies and injuries .	\$ 749.00
9925-001	AED/CPR for Children – this one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for children ages 1-8.	\$ 199.00

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9925-002	AED/CPR for Infants – this one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for infants under 1.	\$ 199.00
9917-001	Site Assessment– an AED specialist on site to determine the best place to deploy AEDs and determine quantity.	\$ 499.00
9927-001	Post Event Review and Incident Debriefing Service – call-in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year.	\$ 49.95
9922-001	Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz.	\$ 399.00
9929-001	AED/CPR Instructor Class – This 2-day, 16-hour AHA Heartsaver course teaches adult and pediatric rescue skills. Training includes teaching tips, suggestions on educational design, and a section on support materials.	\$ 4,995.00
5592-001	Adult AED/CPR Course Materials for 10 students.	\$ 199.00
5592-002	Adult/Child AED/CPR Course Materials for 10 students.	\$ 199.00
5592-003	Adult/Child/Infant AED/CPR Course Materials for 10 students.	\$ 199.00
180-4020-001	Full size AED Trainer, dual mode AED/Automatic, with Manual, Training Pads (one pair) and Remote Control: English (U.S.), French, Portuguese (Brazil), Spanish, Italian, Greek.	\$ 495.00
180-2080-004	AED Trainer Replacement Remote Control	\$ 49.95
9021-003	AED Patient Simulator with 3-lead terminals	\$ 619.00
9035-003	Adult Training Pads (one pair) for use with Cardiac Science training device	\$ 27.50
9725-001	Pediatric Training Pads (one pair) for use with Cardiac Science training device	\$ 69.95
C-5009-000	AHA Heartsaver AED Text	\$ 10.00
400846-001	AHA Heartsaver AED Instructor's Manual	\$ 18.00
400847-001	AHA Heartsaver AED Instructor's Tool Kit: includes video, presentation, evaluation forms	\$ 60.00

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City of Lincoln, Nebraska

Freight and applicable taxes not included.

Returned Merchandise Policy - Authorization is required for all returns and a Returned Material Authorization (RMA) number must be obtained prior to returning product to Cardiac Science. An RMA number must appear on the outside of the shipping box and can be obtained by calling 1 888.466.8686 .

For more information contact Cardiac Science at:

Worldwide Order Entry

Toll free: +1.800.991.5465

Phone: 949-797-3806

Fax: +1.949.851.4418

Email: aedorders@cardiacscience.com

US/Canada Customer

Service/Technical Support

Toll Free: 888-466-8686

Phone: 949-797-3807

Fax: +1.949.851.4425

Email:

aedsupport@cardiacscience.com



CARDIAC SCIENCE

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Minnetonka, MN 55343 USA

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CREATING HEARTSAFE ENVIRONMENTS

LIMITED WARRANTY FOR POWERHEART AED G3

Limited Warranty

Cardiac Science, Inc. ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty"). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

For How Long?

Seven (7) years from the date of the original shipment to the original purchaser for Powerheart AED G3 automated external defibrillators. Disposable defibrillation pads shall be warranted until the expiration date. Lithium batteries P/N (9146) have a full operational replacement warranty of four (4) years from the date of installation into a Powerheart AED G3. One (1) year from the date of original shipment to the original purchaser for Cardiac Science AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

What You Must Do

Please complete and submit the Warranty Validation Form within 30 days of original shipment located at http://www.cardiacscience.com/products/aed_warranty.cfm. If the purchaser does not have internet access, call (888) 466-8686 or +45.4438.0539.

To obtain warranty service for your product, call us toll free at (888) 466-8686 or +45.4438.0539 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of our product.

What We Will Do

If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will replace it with a new product of equal value at no charge to you, provided the warranty applies.

If your Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

Obligations and Warranty Limits

Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY, EVEN IF CARDIAC SCIENCE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What This Warranty Does Not Cover

This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility with Cardiac Science products with non Cardiac Science products.

This Limited Warranty is Void If...

- Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- Any Cardiac Science product is used in conjunction with incompatible parts or accessories, including but not limited to batteries. Parts and accessories are not compatible if they are not Cardiac Science products or the functional equivalent.

If The Warranty Period has Expired...

If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at (888) 466-8686 or +45.4438.0539 for advice as to whether we can repair your Cardiac Science product, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Effective on AED products shipped after April 12, 2004.